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9 **UNITED STATES DISTRICT COURT**

10 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

11 SENTINEL INSURANCE COMPANY, LTD.,
12 an Connecticut corporation,

13 Plaintiff,

14 vs.

15 BERKELEY EXECUTIVES, INC.; THOMAS
16 SMITH; MARIAN LATASHA WILLIS, acting
as the duly appointed personal representative of
the Estate of Raeshon Williams (deceased),

17 Defendants.
18

Case No. 3:19-cv-06312-VC
Hon. Vince Chhabria
Courtroom 4

~~PROPOSED~~ **ORDER GRANTING
STIPULATION FOR WITHDRAWAL
OF DEFENDANT MARIAN LATASHA
WILLIS'S ANSWER TO COMPLAINT
FOR DECLARATORY RELIEF**

19 Pursuant to the Stipulation for Withdrawal of Answer to Complaint for Declaratory Relief
20 (“Stipulation”) submitted by Plaintiff Sentinel Insurance Company, Ltd. (“Sentinel”) and
21 Defendant Marian Latasha Willis, acting as the duly appointed personal representative of the
22 Estate of Raeshon Williams (deceased) (“Ms. Willis”) (collectively the “Parties”), the Court
23 hereby finds as follows:

24 **RECITALS**

25 1. Ms. Willis initiated the underlying action entitled *Marian Latasha Willis v. Zip,*
26 *Inc. et al.*, Alameda County Superior Court, Case No. RG17866531 (“Underlying Action”)
27 against Defendants Berkeley Executives, Inc. (“Berkeley Executives”) and Thomas Smith (“Mr.
28 Smith”) (collectively the “Berkeley Executives”) among others.

2. Sentinel is defending the Berkeley Defendants in the Underlying Action under Policy No. 83 SBA NX0220 DV issued to Berkeley Executives (“Policy”).

3. On October 2, 2019, Sentinel filed its Complaint for Declaratory Relief [Doc. 1] (“Complaint”) in this action, seeking declarations as to coverage owed under the Policy for defense and indemnity of the Underlying Action. Sentinel named Ms. Willis to this action as a claimant seeking policy benefits from the Berkeley Executives in the Underlying Action.

4. The Complaint seeks the following declarations from the Court:

- A declaration that Sentinel has no duty to defend the Berkeley Defendants in the Underlying Action under the Policy;
- A declaration that Sentinel has no duty to indemnify the Berkeley Defendants in the Underlying Action under the Policy;
- A declaration that Sentinel has the right to withdraw from the defense of Mr. Smith in the Underlying Action;
- A declaration that Sentinel has the right to seek reimbursement of the amount Sentinel paid to defend Mr. Smith in the Underlying Action; and
- A declaration that the coverage determinations made by this Court with respect to the rights and obligations under the Policy are binding upon Ms. Willis should Ms. Willis prevail in the Underlying Action against the Berkeley Defendants.

5. On December 26, 2019, Ms. Willis filed her Answer and Demand for Jury Trial [Doc. 19] (“Answer”).

6. Ms. Willis has decided to withdraw her Answer in this action and not defend against the claims brought against her.

7. The Parties have agreed to stipulate to allow Ms. Willis to withdraw her Answer, and Ms. Willis has agreed to be bound by the coverage determinations as adjudicated by the Court in this action.

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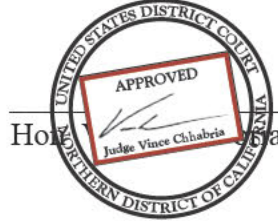
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ORDER

Based upon the above Recitals and the Stipulation, the Court orders that Ms. Willis's Answer is withdrawn and Ms. Willis will be bound by the coverage determinations in this action.

PURSUANT TO THE STIPULATION, IT IS SO ORDERED.

Dated: August 19, 2020, 2020



Honorable Judge Vince Chhabria